



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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January 27, 2009

The Honorable Board of Supervisors.
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO RATIFY ACCEPTANCE OF A GRANT AGREEMENT FROM THE
CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS AND TO
EXECUTE TWO SOLE SOURCE AGREEMENTS AND ONE CONTRACT
AMENDMENT FOR THE PROVISION OF ALCOHOL AND DRUG SERVICES
(All Supervisorial Districts)
(3 Votes)**

SUBJECT:

Request approval to ratify acceptance of a grant from the California Department of Alcohol and Drug Programs for the California Screening, Brief Intervention, Referral and Treatment Project and to execute two sole source alcohol and drug services agreements and one contract amendment for the provision of alcohol and drug services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Ratify the Department of Public Health's (DPH), acceptance of Grant Agreement (GA) Number SBR08-03 (Exhibit I), from the California Department of Alcohol and Drug Programs (CDADP) to support the California Screening, Brief Intervention, Referral and Treatment (SBIRT) program for the project period, September 26, 2008, through September 29, 2009, in the amount of \$2,563,093.

2. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments that are consistent with the requirements of GA Number SBR08-03 during the term of the Agreement, that permit the rollover of unspent funds, that increase or decrease funding up to 25 percent of the base award, and/or extend the term of the Agreement for a period of no more than 12 months, subject to review and approval by County Counsel and Chief Executive Office, and notification of Board offices.
3. Delegate authority to the Director of DPH, or his designee, to execute a sole source agreement, substantially similar to Exhibit II, with Homeless Health Care Los Angeles, Inc. (HHCLA) for the provision of SBIRT services effective upon Board approval through September 29, 2009, for a total maximum obligation of \$1,092,469; 100 percent offset by SBIRT funding.
4. Delegate authority to the Director of DPH, or his designee, to execute a sole source agreement, substantially similar to Exhibit II, with Behavioral Health Services (BHS) for the provision of SBIRT services effective upon Board approval through September 29, 2009, for a total maximum obligation of \$1,092,469; 100 percent offset by SBIRT funding.
5. Authorize the Director of DPH, or his designee, to execute Amendment Number 6, substantially similar to Exhibit III, to Agreement PH-000179 with The Regents of the University of California, Los Angeles (UCLA) to provide evaluation services for the SBIRT program, and increase the maximum obligation by \$165,699, from \$572,990 to \$738,689 for the period July 1, 2008 through June 30, 2009 and by \$84,301 from \$410,000 to \$494,301 for the period July 1, 2009 through June 30, 2010; 100 percent offset by SBIRT funding, effective upon Board approval through June 30, 2010.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On October 15, 2008, ADPA received an unofficial notice from CDADP that the Department of Health and Human Services (DHHS) had approved the State's request to use unexpended grant funds and establish a new SBIRT site in Los Angeles County. This notice excluded critical information (grant number, timeframes, and total funding amount) required to move forward and request delegated authority for the grant funds. DPH's Alcohol and Drug Program Administration (ADPA) was advised that the GA terms and conditions were being developed and would be provided as soon as possible and on December 12, 2008, ADPA received the formal GA terms and conditions.

On December 29, 2008, in response to ADPA's inquiry, CDADP informed ADPA that the State must provide DHHS with a signed GA by January 14, 2009, to prevent the loss of funding. Therefore DPH proceeded with signing the GA and ratification of DPH's prior acceptance of the SBIRT GA is now being requested.

SBIRT is funded for one year and requires that ADPA provide experienced substance abuse counselors on site at the Sheriff's Men's Central Jail (Sheriff) and the Los Angeles Police Department's (LAPD) Parker Center Central Transition Units (CTU). As identified in DPH's January 5, 2009, administrative amendment and sole source notice to your Board (Attachment C), due to the one year term of the SBIRT grant program and the need for immediate implementation, HHCLA's and BHS' existing community assessment service center (CASC) contracts have been augmented under the previously approved delegated authority granted by your Board on May 30, 2006. These contract augmentations have enabled HHCLA and BHS to begin implementation of the SBIRT program. Because the delegated authority approved by your Board on May 30, 2006, is limited to twenty five percent, full implementation of the SBIRT program requires your Board's approval and DPH's execution of these two new sole source agreements with HHCLA and BHS.

The purpose of SBIRT is to conduct a demonstration project at the Sheriff's Men's Central Jail and the LAPD's Parker Center CTUs to screen diverse, potentially high-risk short-term detainees for alcohol, tobacco, and/or other psychoactive substances risk factors, warn them of potential harm, and provide a referral to those needing more intensive treatment services.

Screening for substance use provides an opportunity to quickly identify a short-term detainee's risk factors and the potential level of harm of alcohol and other drug use. SBIRT will be used as a strategy to encourage individuals to reduce the risks associated with their substance use behaviors. Detainees identified as at-risk based on the screening will receive a brief intervention, through the use of motivational interviewing, and referral to treatment services, if needed. There is strong evidence supporting the effectiveness of screening and early intervention in reducing excessive alcohol use and other forms of high-risk substance use.

Both BHS and HHCLA are experienced in working with local law enforcement and in serving incarcerated individuals. BHS has been identified as the provider at the Sheriff's Men's Central Jail and HHCLA has been identified as the provider at LAPD Parker Center CTUs for SBIRT services.

UCLA has a current evaluation services contract with ADPA. This contractor was chosen due to its extensive experience in evaluating treatment services throughout the

State and Los Angeles County. The SBIRT grant includes funding for UCLA to conduct an evaluation of the demonstration project.

Implementation of Strategic Plan Goals

These actions support Goal 7, Health and Mental Health, of the County's Strategic Plan by providing alcohol and drug screening, brief intervention, and referral to treatment services to reduce the prevalence of alcohol and/or other drug (AOD) use.

FISCAL IMPACT/FINANCING

The total SBIRT award for the project period of September 26, 2008, through September 29, 2009, is \$2,563,093.

Under the SBIRT program HHCLA will receive a total of \$1,092,469 for the provision of SBIRT services and will be 100 percent offset by State funds.

Under the SBIRT program BHS will receive a total of \$1,092,469 for the provision of SBIRT services and will be 100 percent offset by State funds.

Under the proposed amendment to Agreement Number PH-000179 with UCLA, the total maximum obligation under this Agreement for the period of July 1, 2008, through June 30, 2010, will increase by \$250,000 from \$982,990 to \$1,232,990 and is 100 percent offset by State funds.

The remaining \$128,155 of the \$2,563,093 SBIRT award will be allocated to ADPA for indirect administrative costs related to the grant program and travel and training expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February 2008, CDADP approached ADPA regarding the possibility of implementing a SBIRT project in Los Angeles County. As a result of these discussions, in September 2008 CDADP submitted a proposal to DHHS requesting approval to establish a new site in Los Angeles County for SBIRT to use unexpended funds.

On October 15, 2008, ADPA received notification from CDADP that its request to add Los Angeles County as an additional site for the demonstration project had been approved.

On December 12, 2008, GA Number SBR08-03 was electronically transmitted to ADPA. The project is funded at \$2,563,093 for the period September 26, 2008, through

September 29, 2009, and is contingent upon the timely submission of all required programmatic and fiscal documents during the one-year project period.

CONTRACTING PROCESS

As identified in DPH's January 5, 2009, notice to your Board and as mentioned above, due to the time limited funding and the need for quick implementation of this program, BHS and HHCLA are being recommended on a sole source basis for the SBIRT project. BHS and HHCLA are the only ADPA contracted CASC sites serving the downtown Los Angeles area. Both agencies have over ten years of experience screening and assessing a diverse population of participants, including those requiring bilingual services. BHS and HHCLA have a long history of managing participants involved in the criminal justice system and interfacing with law enforcement. Finally, BHS and HHCLA are recipients of grants that require participant tracking and follow up using the federal Government Performance and Results Act (GPRA) data entry and reporting system. GRPA data entry and tracking are required for this grant.

ADPA's alcohol and drug evaluation services contract with UCLA will be amended to include SBIRT grant funds. UCLA has extensive experience in providing evaluation services as demonstrated through its current State and local contracts.

County Counsel has approved Exhibits I, II, and III as to form. Attachment A is the Grant Management Statement for grants exceeding \$100,000, Attachment B is the signed sole source checklist, and Attachment C is a copy of DPH's January 5, 2009, notice to your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

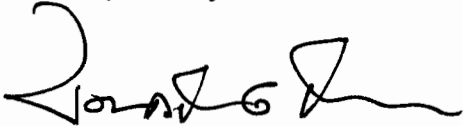
Approval of the recommended actions will allow DPH to establish a demonstration project within Los Angeles County and City jails that provide a public health intervention for short-term stay detainees to assist them in reducing or eliminating their AOD use and abuse. The anticipated impact on the community includes increased offender access to community supportive services, reduced AOD use prevalence, decreased recidivism, and reduced jail overcrowding that results in safer communities.

The Honorable Board of Supervisors
January 27, 2009
Page 6

CONCLUSION

When approved, DPH requires three signed copies of your Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jonathan E. Fielding', with a stylized flourish at the end.

for JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:ssg

Attachments (6)

c: County Counsel
Sheriff's Department
Executive Officer, Board of Supervisors

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Public Health

Grant Project Title and Description
CA Screening, Brief Intervention, Referral and Treatment

Funding Agency
California Department of
Alcohol and Drug Programs

Program (Fed. Grant #State Bill or Code #)
SBR08-03

Grant Acceptance Deadline
January 14, 2009

Total Amount of Grant Funding: \$2,563,093

County Match Requirements: N/A

Grant Period: 9/30/08 – 9/29/09

Begin Date: Board Approval

End Date: 9/29/09

Number of Personnel Hired Under this Grant: Full Time 0 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

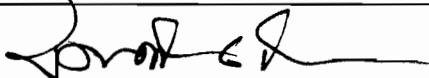
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

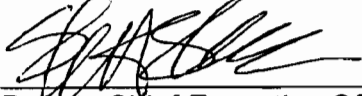
Department Head Signature



Date

1-15-09

SOLE SOURCE CHECKLIST

Check (√)	<p align="center">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
√	<p>➤ Quick action is required (emergency situation)</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).</p>
	<p>➤ Other reason. Please explain:</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> Date <u>1/9/09</u> </div> </div>



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January 5, 2009

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H. *J. Fielding*
Director and Health Officer

SUBJECT: **USE OF ADMINISTRATIVE AMENDMENTS AND SOLE SOURCE
AGREEMENTS TO IMPLEMENT SCREENING, BRIEF INTERVENTION,
REFERRAL AND TREATMENT (SBIRT) PROJECT**

This is to inform you of steps being taken to implement the Screening, Brief Intervention, Referral and Treatment (SBIRT) demonstration project which was recently awarded to the Department of Public Health (DPH) Alcohol and Drug Program Administration (ADPA). The award allows for unexpended California SBIRT funds to be used under a one year program extension for the Los Angeles County Demonstration Project. DPH is required to accept the grant and begin immediate implementation, to preserve the funding.

In order to implement the grant with the short time frame provided by the granting agency, DPH has identified two provider agencies that are positioned to rapidly initiate services. DPH intends to use delegated authority to administratively augment two existing service provider contracts with Behavioral Health Services (BHS) and Homeless Health Care Los Angeles (HHCLA), and seek Board approval in January 2009 for two new agreements with BHS and HHCLA to continue SBIRT.

Background

In February 2008, the California Department of Alcohol and Drug Programs (CDADP) approached ADPA with a proposal to add Los Angeles County as an additional site for its SBIRT demonstration project. The Los Angeles SBIRT will provide screening and intervention services to high-risk short-term detainees who are in custody between 72-96 hours. Los Angeles County Men's Central Jail and Los Angeles Police Department (LAPD) Parker Center Community Transition Units (CTUs) were identified as the most suitable locations for implementing this intervention because they are high-volume sites with a high-risk population. On October 15, 2008, ADPA received notification from CDADP that its request to add Los Angeles County as an additional site for the demonstration project had been approved. The Notice of Grant Award from CDADP along with the Terms and Conditions were electronically transmitted to ADPA on December 12, 2008. They include a requirement that ADPA accept the grant and begin immediate implementation of services to meet the federal requirements and preserve the funding.

The SBIRT project is funded under a larger grant CDADP received from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA).

The original grant provided funding for the SBIRT project in emergency rooms, trauma centers, and health clinics in San Diego, and CDADP recently received SAMHSA's approval to use unexpended grant funds to establish the new SBIRT site in a non-medical setting in Los Angeles County under a one year program extension. The Los Angeles project is funded at \$2,563,093 for the period of September 26, 2008 through September 29, 2009.

Because this is a one year extension for California's SBIRT project, SAMHSA requires rapid implementation. BHS and HHCLA have been identified on a sole source basis due to the time limited funding, their capacity to quickly implement this project, and because they have significant experience in working with local law enforcement and serving incarcerated individuals. BHS has been identified as the provider at the Men's Central Jail and HHCLA has been identified as the provider at the Parker Center jail site. These agencies also operate the only Community Assessment Service Centers (CASCs) serving the Downtown area where the SBIRT project is being undertaken. Both BHS and HHCLA were originally selected as CASCs based upon a competitive bid processes.

To immediately begin services for the project as required by the grantor, ADPA plans to implement the adjustments and reallocations provision in existing agreements with BHS and HHCLA, using the delegated authority granted by the Board on May 30, 2006. This provision allows the Director of Public Health or his authorized designee to augment funds in amounts up to 25 percent of each contract's budget. ADPA will administratively increase funding for BHS contract H-702261C and HHCLA contract H-702293B by up to \$200,000 each. The CEO and County Counsel reviewed and concurred with this approach.

Approximately \$128,000 of the grant funds is budgeted for ADPA administrative costs and another \$250,000 is allocated to training and evaluation services provided by the University of California Los Angeles. In January, ADPA will request that the Board ratify their acceptance of the grant and approve allocating the remainder of the grant funding equally to BHS and HHCLA to provide SBIRT services. All SBIRT activities are fully funded by the SAMHSA grant.

Project Description

The SBIRT project entails the use of the Alcohol, Smoking, and Substance Involvement Screening Test instrument (ASSIST) to screen potentially high-risk, short-term detainees for alcohol and/or other drugs (AOD) risk factors, and refer those needing more extensive treatment services to community based service providers.

Screening for problematic substance use provides an opportunity to quickly identify individual risk factors and the potential level of harm for persons who use alcohol, tobacco, and other psychoactive substances. It also provides a venue for educating the target population about the risks of substance use and will be used as a health promotion strategy to encourage individuals to reduce the risks associated with their substance use behaviors. Screening can improve the health and safety of individuals and communities.

The SBIRT project will use experienced substance abuse counselors at both jail sites to provide screening and intervention services for 10,000 at risk detainees. ADPA currently contracts with BHS and HHCLA for the provision of community assessment, referral, tracking, and other program services.

Each Supervisor
January 5, 2009
Page 3

Approval of these agreements with BHS and HHCLA on a sole source basis will ensure the SBIRT Demonstration Project in the County and City jail sites is implemented quickly, so that public health intervention for short-term detainees may be provided. The potential impact on the community includes increased offender access to community supportive services, reduced AOD use prevalence, lower recidivism rates, and reduced jail overcrowding.

If you have any questions or need additional information, please let me know.

JEF:amh

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel



State of California
Health and Human Services Agency
Department of Alcohol and Drug Programs

SBR08-03
GRANT NUMBER

GRANT AGREEMENT

PAGE 1 OF 2 (Department of Alcohol and Drug Programs Use Only)

The Department of Alcohol and Drug Programs, hereinafter called Grantor, hereby makes a grant award of funds for the
CA Screening, Brief Intervention, Referral and Treatment (CA SBIRT) to **Los Angeles County - DPH, ADA**
hereinafter called the Grantee, in the amount and for the purpose and duration set forth in this Grant Award including attached Terms and
Conditions and applicable laws and regulations.

1. **PROJECT TITLE:** **ASSIST Demonstration Project for Persons Exiting Short-term Jail Holds**
2. **NAME OF APPLICANT AGENCY:**
County of Los Angeles
Department of Public Health
Alcohol and Drug Program Administration
Taxpayer I.D. 956000927
3. **PROJECT PERIOD**
MONTH/DAY/YEAR
From: 9/26/2008
To: 9/29/2009
4. **PROJECT DESCRIPTION:** (In approximately 100 words, summarize the proposed project plan covering the objectives, method of procedure, evaluation and end product.)
Los Angeles County will provide screening, brief intervention, referral and treatment (SBIRT) for 10,000 individuals returning to the community from short term jail holds. The ASSIST tool will be used for screening; brief intervention/brief treatment will be provided according to determined risk factors; high risk users will be referred to Community Assessment Service Centers. GPRA data will be collected and entered into the SAMHSA/CSAT database. Because more than two-thirds of individuals involved with the criminal justice system are experiencing problems related to their substance use, it is expected that SBIRT services will have a substantial impact on Los Angeles County in their efforts to improve the health and safety of their residents.

5. **FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED** \$ **2,583,093**
ACTUAL FUNDING AVAILABLE FOR CURRENT BUDGET PERIOD IS SHOWN ON PAGE 2.

6. GRANTEE APPROVAL SIGNATURES

A. PROJECT DIRECTOR

NAME	PHONE
Linda Dyer	626-299-4109

ADDRESS
1000 S. Fremont Avenue, Bldg. A9E, 3rd Floor
Alhambra, CA 91803

SIGNATURE *Linda Dyer* DATE *11/26/2008*

Title: Health Analyst, Program Services Division

C. FISCAL OR ACCOUNTING OFFICIAL

NAME	PHONE
Leo Busa	626-299-4152

ADDRESS
1000 S. Fremont Avenue, Bldg. A9E, 3rd Floor
Alhambra, CA 91803

SIGNATURE *Leo Busa* DATE *11/26/2008*

Title: Director, Financial Services Division

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME	PHONE
Wayne K. Sugita	626-299-4153

ADDRESS
1000 S. Fremont Avenue, Bldg. A9E, 3rd Floor
Alhambra, CA 91803

SIGNATURE *Wayne K. Sugita* DATE *11-26-08*

Title: Acting Director

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME	PHONE
L.A. Co. Dept. of Public Health	626-299-4152

ADDRESS
1000 S. Fremont Avenue, Bldg. A9E, 3rd Floor
Alhambra, CA 91803

SIGNATURE _____ DATE _____

7. GRANTOR AGREEMENT AND FUNDING AUTHORIZATION

Susan Lussier, Deputy Director, Division of Administration
Department of Alcohol and Drug Programs
1700 K Street, Sacramento, CA 95811

SIGNATURE _____ DATE _____

8. EFFECTIVE DATE OF AGREEMENT: 9/26/2008

GRANTEE

County of Los Angeles Department of
9. Public Health, ADPA

GRANT NUMBER

SBR08-03

10. ACTION NO. 1 Date: 9/26/2008

11. TYPE OF AGREEMENT

Initial ☒Revision ☐Continue ☐

REVISION NO. 1

Date: 9/26/2008

890

FUND

County
PROGRAM

50822, 6019,702.04

PCA, INDEX, OBJECT

12. ACTION TAKEN

Fiscal Action Taken:

Initial Grant NOGA:
Obligate \$2,563,093

Program Action Taken:

Catalog of Federal Domestic
Assistance

No. 93.243

13. FUNDING DISPOSITION & STATUS

ITEM	CHAPTER	STATUTE	FY	FED AWARD	AMOUNT	TOTAL	ADJ/SFY
#4200-101-0890-15-D		2008	08/09	07		\$ 2,563,093.00	
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
#4200-101-0890-15-D							
TOTAL					\$ -	\$ 2,563,093.00	\$ -

Amount Encumbered by This Document

\$ 2,563,093.00

Total Amount Available This Period

\$ 2,563,093.00

Total Amount Encumbered

\$ 2,563,093.00

TOTAL FUNDS ALLOCATED

\$ 2,563,093

14. CERTIFICATION OF ENCUMBERED FUNDS
ADP ACCOUNTING OFFICER AUTHORIZATION

Name: Laurel Harper

Title: Accounting Administrator I

SIGNATURE

DATE

15. BUDGET SUMMARY - Budget Period Ending: 2007-2008

COST CATEGORY	2007-2008 GRANT PERIOD	n/a PRIOR GRANT	2007-2008 TOTAL GRANT	TOTAL GRANT BUDGET ESTIMATE
A. Direct Costs	\$ 128,155.00	n/a	\$ 128,155.00	\$ 128,155.00
D. Indirect Costs	\$ -	n/a	\$ -	\$ -
E. Contractual Services	\$ 2,434,938.00	n/a	\$ 2,434,938.00	\$ 2,434,938.00
TOTAL FEDERAL FUNDS	\$ 2,563,093.00	\$ -	\$ 2,563,093.00	\$ 2,563,093.00

16. PROJECT APPROVAL

Name: Michael Cunningham

Title: Chief Deputy Director

SIGNATURE

DATE

California Screening, Brief Intervention, Referral and Treatment Grant

GENERAL TERMS AND CONDITIONS

These terms and conditions, when applicable, are to be incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant project agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods and services for which California Screening, Brief Intervention, Referral and Treatment (CASBIRT) grant funding reimbursement is requested through the California Department of Alcohol and Drug Programs.

I Grant Project Agreement Exhibits

- A. This Agreement between the Department of Alcohol and Drug Programs (State) and the entity named in the Notice of Grant Agreement attached hereto (Grantee) consists of the Notice of Grant Agreement (ADP 100169); Project Budget, Assurances and Certifications, General Terms and Conditions, Special Terms and Conditions, the Screening, Brief Intervention, Referral and Treatment application for the provision of services, which are incorporated by reference. In the event of any conflict between provisions in the various documents, the Terms and Conditions will control over incorporated documents, e.g., the application.
- B. This grant is governed by Section 501 (D) (5) of the Public Health Services Act, as amended (42 USC § 290AA), implementing regulations, and the most recent information available from the United States Department of Health and Human Services (DHSS). The State reserves the right to amend the terms and conditions of this grant program based on future clarification by the DHHS.
- C. The Grantee will follow the program goals and objectives, tasks and time frames as agreed upon through its application, which is incorporated by reference.
- D. This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

II Grant Term and Authority

- A. The term of this Agreement is shown on page one of the Notice of Grant Agreement. However, this Agreement will be valid and enforceable for subsequent years past the first year of the Agreement only if sufficient funds are made available to the State by the United States Government for the purposes of the program, and the grantee satisfactorily complies with all requirements of the Agreement.
- B. The source of funds is Section 501 (D) (5) of the Public Health Services Act, as amended (42 USC §290AA). The federal funds identified in this Agreement are time limited. In order for the Grantee to receive payment from the federal funds identified in this Agreement, the Grantee must expend funds in the timeframes identified in the project budget estimate and submit financial and progress reports within the timeframes specified in this Agreement. Failure to submit Grant Award Quarterly Claim, Form ADP 100170 (claims), and reports within the specified timeframes will result in such claims not being paid if the time for which such funds are available has expired.

- C. The Agreement will be subject to any additional restrictions, limitations, or conditions enacted by Congress or conditions that may affect the provision, terms, or funding of the Agreement in any manner.
- D. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, the State has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

III Use of Funds

- A. Grantee is legally and financially responsible for all aspects of this grant, including subawards.
- B. Grantee agrees that funds provided from the grant cannot be used for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- C. Grant funds cannot be used to supplant current funding of existing activities.
- D. The recommended future support as indicated on the Notice of Grant Agreement reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that progress of the grant is documented and acceptable.
- E. Grantee agrees that the funds may not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- F. Sites providing CASBIRT services may not use CASBIRT funds to provide other health or social services.
- G. Funds may not be used to provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities or in custody where they are not free to move about in the community).
- H. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of Executive Level I, as currently listed on the following website: <http://www.opm.gov/oqa/06tables/html/ex.asp>. As of January 1, 2008, this amount was \$191,300 annually.
- I. No DHHS funds may be paid as profit (fees) per 45 CFR parts 74.81 and 92.22(2).
- J. No part of any appropriation contained in the Appropriations Action Section 503 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit,

pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any state legislature, except in presentation to the Congress or any state legislature itself.

No part of any appropriation contained in this act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.

- K. Grantee or contractors who apply or bid for an award of \$100,000 or more shall file the required anti-lobbying certification. Each tier certifies to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency or any officer, employee or member of Congress in connection with the awarding, modifying, renewing or extending of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier.
- N. Grantee is responsible for assuring that the use of funds from this grant will comply with Section 501 (D) (5) of the Public Health Services Act, as amended (42 USC §290AA) and 45 CFR Part 74 or 92, as applicable. Further, the funds will only be used for allowable costs under the appropriate Office of Management and Budget Circular for determining allowable costs (OMB Circular A-87, A-122, or A-21), and, in the case of a for-profit organization, Federal Acquisition Regulation (FAR) 31.2.
- O. Grantee and subrecipients must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subawards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Grantee, and all its subrecipients, should expect that the Substance Abuse and Mental Health Services Administration (SAMHSA), or its designee, may conduct a financial compliance audit and on-site program review annually on grants with significant amounts of federal funding.
- P. Per 45 CFR 92.34 and 45 CFR 74.36 and the PHS Grants Policy Statement, any copyrighted or copyrightable works developed under this grant shall be subject to a royalty free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for federal government purposes. Income earned from any copyrightable work developed under this grant must be used as program income (see 45 CFR 74.24 and 45 CFR 92.25).
- Q. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their subrecipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available on the OMB web page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.
- R. This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the award, go to <http://samhsa.gov/grants/trafficking.aspx>.

- S. Grantee must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statements provides clarification and uniform guidance regarding preservation issues and requirements.

IV Program Implementation

Grantee must implement the program or be substantively involved in the grant program. Substantive involvement means "the primary project activities for which grant support is provided and/or a significant portion of the activities to be conducted under the grant." In no instance may the Grantee act solely as a pass-through entity for CASBIRT funding.

V Program and Agreement Revisions

- A. Both Grantee and the State must agree in order to revise the project. Grantee shall contact the ADP Project Analyst before making any changes to the budget, goals, objectives, or design of the project plan to determine if changes 1) can be made without written approval of the State, 2) require written approval of the State, or 3) require a formal grant revision. Changes requiring written approval will not be valid unless such approval is given. Changes requiring a formal grant revision shall not be valid unless made in writing, signed by the parties, and approved as required. Project modifications made prior to obtaining written approval or revision as required are subject to denial from the PSD Project Analyst and may result in denial of payment for all charges related to the modification(s) made.
- B. The proposed revisions that affect the program budget shall include a revised Budget Estimate and Budget Justification, and a statement of the reason and basis for the proposed change.
- C. In the event of changes in law that affect provisions of this Grant, the parties agree to revise the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this grant will remain in full force and effect.
- D. This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State. If the State approves the assignment, the assignee and the State must enter into a formal written revision of the Agreement.

VI Reimbursement Claims

- A. Grantees will be reimbursed in arrears for actual allowable costs incurred under this grant program.
- B. Grantees must seek reimbursement from the State by submitting a complete Grant Award Quarterly Claim Form (ADP 100170). The claim shall include all grant-related costs for the billing period, and be submitted no more and no less frequently than once each quarter of the calendar year in which the grant is in effect. Claims are to be received by the ADP Project Analyst no later than 30 days after the close of each calendar quarter (January 31, April 30, July 31, and October 31).
- C. Claims are to be submitted to the ADP Project Analyst, CASBIRT Grant Program, California Department of Alcohol and Drug Programs, Program Services Division,

1700 K Street, Sacramento, CA 95814. Grantee is responsible for assuring that the Analyst receives claims.

- E. The ADP Project Analyst will review the claim for allowability of costs. If costs are disallowed, State will recover those costs.
- F. The State may withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any term or condition of the Agreement or program guidelines. Failure to comply may include, but is not limited to, the failure to submit acceptable and timely reimbursement claims, semi-annual progress reports or annual comprehensive reports.

VII Reporting Requirements

- A. Grantee is required to submit semi-annual progress reports. Reports are to be received by the ADP Project Analyst no later than October 15 and April 14 of each year the grant is in effect. If the due date falls on a weekend, the report is due the next business day.
- B. Reports must include participant rosters containing original signatures of attendees from any workshop, training and/or conference conducted as a result of this grant.
- C. Grantee is required to submit a comprehensive annual report at the end of each 12-month project year. Comprehensive reports are due 30 days after the end of each project year.
- D. Grantee must comply with the Government Performance and Results Act (GPRA) of 1993 requirements that include the collection and periodic reporting of performance data as specified in the RFA, the implementation plan, or by ADP. This information is needed to comply with Public Law 103-62, which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- E. The grantee will provide all information necessary to complete the annual report and continuing application within the time frames required by the federal awarding agency.
- F. The grantee will complete a comprehensive final report. The report is due 30 days after the end of the project period.

VIII Subcontracts

Grantee may subcontract for elements of program implementation. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to pass down to subcontractors all applicable federal and state requirements. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IX Audits

- A. Grantee shall comply, and shall require that subcontractors comply, with all terms and

conditions of this Agreement and all pertinent state and federal statutes and regulations. The State, the Comptroller General of the United States, or other authorized federal and State agencies and representatives, will be allowed to evaluate the quality, appropriateness, and timeliness of services performed under this grant.

- B. By accepting these grant funds, Grantee is agreeing to participate in audits as requested by the State, or authorized federal agencies and representatives, and as required by Office of Management and Budget (OMB) Circular A-133. Audits may be requested for the purpose of programmatic and/or fiscal review. Grantee will assure that entities expending subawards under the grant participate in audits, as required by OMB Circular A-133.

X Retention and Access Requirements for Records

- A. Any and all financial and programmatic records, supporting documents, statistical records of grantee or subgrantees shall be maintained by the Grantee and subgrantees as required by 45 CFR 74.53 or 45 CFR 92.42, as applicable. SAMHSA, the Comptroller General of the United States, the State, or any of their authorized representatives, shall have the right to timely and unrestricted access to any pertinent books, documents, papers, or other record of grantee or subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. These records may be inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed. Further, Grantee agrees to include a similar right of access to records of the State and authorized federal agencies and representatives, in any subawards related to performance of this Agreement.
- B. If this Agreement is terminated for the convenience or for cause, the records will be retained by the State, or by the grantee upon approval of a written plan submitted by the Grantee that assures appropriate retention periods as specified in 45 CFR 92.94, and assures access by the State or authorized federal agencies and representatives as stated in clause X.A. If the Grantee retains the records and the Agreement has been terminated for the convenience of the grantee, costs for retaining the records will be at the Grantee's own expense, and such costs shall not be charged to the grant.

Compliance Review

- A. The State will monitor the grantee and the program for compliance with the requirements of the Agreement and will review performance reports. The grant will be monitored to ensure the quality of the program, coordination of efforts, and compliance with the statute and regulations. If program is not meeting the requirements of the grant, a plan for corrective action will be required and the State may provide technical assistance to achieve compliance or reduce or terminate the funding under the Agreement.
- B. Site visits to the grantee and/or subcontractor may be as frequent as deemed necessary by the State, but shall be at least once during the grant period. Site visits may be requested for the purpose of programmatic and/or fiscal review. Appointments will usually be made in advance of site visits.

XI Disadvantaged Business Enterprise/Small Business Affirmative Steps

Grantees will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 Code of Federal Regulations 26.5, are used as vendors when possible. Affirmative steps shall include:

- Placing qualified DBEs and small businesses on solicitation lists.
- Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and DBEs.
- Establishing delivery schedules, where the requirement permits, that encourage the participation by DBEs and small businesses.
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Requiring the prime recipient, if subcontracts are to be let, to take the affirmative steps listed above.

XII Child Support Compliance Act

For any Agreement in excess of \$100,000, the Grantee, contractor, and subcontractors/subgrantees must acknowledge that they:

- 1) Recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
- 2) To the best of their knowledge, are fully complying with the earnings assignment orders of all employees and are providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XIII Confidentiality of Information

- A. Grantee and its contractors or subcontractors that provide services covered by this Agreement shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z; Part 2, Title 42, CFR; Welfare and Institutions Code (hereinafter referred to as W&IC), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

"Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

- B. Grantee and its contractors and subcontractors shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any

purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 290 dd-z; Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

- C. Grantee shall monitor compliance with the above provisions and shall include them in all subcontracts.

XIV Nondiscrimination In Services

- A. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- B. Grantee shall, on a cycle of at least every three years, assess, monitor, and document each contractor's or subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/ beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Grantee shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.
- C. Noncompliance shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

XV Conflict of Interest

Grantee agrees it is aware of the following provisions regarding current or former state employees. If grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (California Public Contracts Code Section 10410)

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (California Public Contracts Code Section 10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If grantee violates any provisions of above paragraphs, such action by grantee, contractor, or subcontractor shall render this Agreement void. (California Public Contracts Code Section 10420)

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [California Public Contracts Code Section 10430(e)]

XVI No Unlawful Use, or Unlawful Use Messages, Regarding Drugs and/or Alcohol

Grantee agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code Section 11999). By signing this Agreement, Grantee agrees that it and its contractors and subcontractors will enforce these requirements.

XVII Smoking Prohibition Requirements

Grantee shall comply, and require that its contractors and subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed.

XVIII Disputes

If the Grantee believes that there is a dispute or grievance between the Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the State's representative. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures: If the issue cannot be resolved informally with the State's representative, the Grantee may submit, in writing, a grievance report together with any evidence to the California Department of Alcohol and Drug Programs, Program Services Division Deputy Director. The grievance report must

state the issues in the dispute and the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Program Services Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Grantee indicating the decisions and the reasons therefore. Should the Grantee disagree with the Division Deputy Director's decision, the Grantee may appeal to the next level as provided in the following paragraph.

The Grantee must submit a letter of appeal to the California Department of Alcohol and Drug Programs (ADP) Chief Deputy Director explaining why the Deputy Director's decision is erroneous. The letter must include, as attachments, copies of the Grantee's original grievance report, evidence originally submitted, and the response from ADP's representative. Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within twenty (20) working days of receipt of the Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Chief Deputy Director shall be final.

Grantee shall continue with all duties and responsibilities under this Agreement during any dispute.

XIX Indemnification

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this grant.

XX Independent Contractor

Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

XXI Right to Terminate

- A. The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Grantee.
- B. However, the State can terminate this Agreement immediately for cause. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State's notification to the Grantee. The notice shall state the effective date of and reason for the termination.
- C. This Agreement may be suspended or cancelled without notice, at the option of the Grantee, if the Grantee or the State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Grantee is unable to render service as a result of any action by any governmental entity.

XXII Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Assurances

As the duly authorized representative of the applicant, I assure that:

1. Grantee has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this agreement.
2. Grantee will give the United States Department of Health and Human Services, the Comptroller General of the United States, the Department of Alcohol and Drug Programs, and if appropriate, the state auditor, through any authorized representative, access to and right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directive.
3. Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the agreement.
5. Grantee will comply with the Intergovernmental Personnel Act of 1970 (42 USC §§4728-4763) relating to prescribed standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Control of funds provided under this program and title to property acquired with program funds will be in a public agency, a nonprofit private agency, institution, or organization, or an Indian tribe.
7. A public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer those funds and property to the extent required by authorizing law.
8. Grantee will adopt and use proper methods of administering the programs/activities including:
 - a) The enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program;
 - b) The correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation; and
 - c) The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of programs.
9. Funds received under this grant program will be used to supplement, not supplant, non-federal funds.

10. Grantee will comply with all requirements imposed by the Department of Alcohol and Drug Programs concerning special requirements of law, program requirements, and other administrative requirements.
11. The program will be administered in accordance with all applicable statutes, regulation, program plans, and applications (Section 516 of the Public Health Services Act, as amended (42 USC § 290aa and 45 CFR Part 74 or 92)). The Grantee will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.
12. Grantee will comply with all state requirements relating to nondiscrimination: During the performance of this agreement, grantee and any subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 1, Section 7285 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof, as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Applicant will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title IV of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis drug use; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) title VIII of the Civil rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which the award of federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.


Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Grantee will post, and further will require its contractors or subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment

setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246.

Under the laws of the State of California, that Applicant and its contractors or subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

13. Applicant will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
14. Applicant will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection to wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.) (f) conformity of Federal Action to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amend (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. Grantee will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Acting Director
APPLICANT ORGANIZATION Los Angeles County Department of Public Health Alcohol and Drug Program Administration	DATE SUBMITTED November 28, 2008

Certifications

Certification — Debarment, Suspension, and Other Responsibility Matters

The Grantee and subrecipients must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs (45 CFR Part 76).

- A. As the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief, that neither the Grantee nor its principals:
- is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above, and
 - has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.
- B. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.
- C. The Grantee agrees by submitting this agreement that it will pass the requirement to comply with 45 CFR Part 76) in each transaction at the next lower tier.

Certification—Drug-Free Workplace

This certification is required under the laws of the State of California implementing the Drug-Free Workplace Act of 1990 (California Government Code Section 8350 et seq.). The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace.

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the Grantee will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - the dangers of drug abuse in the workplace,
 - the grantee's policy of maintaining a drug-free workplace,
 - any available drug counseling, rehabilitation, and employee assistance programs, and
 - the penalties that may be imposed upon employees for drug abuse violations.
- C. Making it a requirement that each employee to be engaged in the performance of the grant will:
 - receive a copy of the agency's drug-free workplace policy statement; and
 - agree to abide by the terms of the statement as a condition of employment under the grant

Failure to comply with these requirements may result in the suspension of payments under the agreement or termination of the agreement, or both, and grantee, subcontractor, or subcontractor may be ineligible for award of any future state agreements if the Department of Alcohol and Drug Programs determines that any of the following have occurred: (1) the grantee, contractor, or subcontractor has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Certification – Lobbying Activities

As required by Title 31, USC, Section 1352, as the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The Grantee will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification – Program Fraud Civil Remedies Act (PFCRA)

I certify that the statements herein are true, complete, and accurate to the best of my knowledge, and that I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. I agree that the Grantee organization will comply with the terms and conditions of award if a grant is awarded as a result of this application.

Certification – General Terms and Conditions

It is understood and agreed by the Project Director and the Authorizing Official that any this award is subject to the California Screening, Brief Intervention, Referral and Treatment Grant Program General Terms and Conditions.

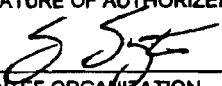
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Acting Director
GRANTEE ORGANIZATION Los Angeles County Department of Public Health Alcohol and Drug Program Administration	DATE SUBMITTED November 26, 2008

EXHIBIT II

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT
(*SCREENING, BRIEF INTERVENTION, REFERRAL AND TREATMENT (SBIRT)*)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by Division 10.5 of the Health and Safety Code commencing with Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.; Title 9 of the California Code of Regulations ("CCR"), Division 4; Government Code Section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health and Safety Code Sections 11754 and 11775, and by Government Code Section 53703; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Director", as used herein refers jointly to County's Director of the Department of Public Health or

his/her authorized designee, or as may otherwise be redefined in the County Code and;

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) A, and the term "Schedules" refers to Schedule(s) A, (and when applied, the term "Budgets" refers to Budget[s] A, inclusively, unless otherwise noted; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence upon the date of Board approval and shall continue in full force and effect to and including September 29, 2009.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement

or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and

necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Public Health ("DPH"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within ten (10) days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following

documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - ALCOHOL AND DRUG PROGRAM
ADMINISTRATION - ALCOHOL AND DRUG SERVICES
AGREEMENT - July 1, 2008
- (2) Exhibit A - Community Assessment and Service Center Program Services (Screening, Brief Intervention, Referral and Treatment)
- (3) COUNTY OF LOS ANGELES YOUTH TREATMENT
STANDARDS AND PRACTICES - JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (3) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement,

Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period upon Board approval through June 30, 2009, the maximum obligation of County for all services provided under this Agreement is Eight Hundred Nineteen Thousand, Three Hundred Fifty-Two Dollars (\$819,352). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. During the period July 1, 2009 through September 29, 2009, the maximum obligation of County for all services provided under this Agreement is Two Hundred Seventy-Three Thousand, One Hundred Seventeen Dollars (\$273,117). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

C. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either:

(1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

7. GENERAL INSURANCE REQUIREMENTS: Without limiting indemnification of County and during the term of this Agreement,

Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be satisfactory to the County and primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the Insurance Coverage Requirements, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to County's Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification, cancellation, or termination for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general and auto liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses

or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Notwithstanding the Notice in Paragraph 18 of this agreement, Contractor shall report in writing within twenty-four (24) hours of occurrence to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or

property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include

Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per medicine incident for medical and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph 4.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's

right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

11. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Public Health Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [Section

11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By entering into this Agreement with County, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of the Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the

recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at _____. Contractor's primary business telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor shall notify County, in

writing, of any changes made to primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Public Health
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner Jr.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts & Grants Division

BODY.OF.AGREE./07.2008.lm

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2008

ADDPROV_5.06DSF
ADDPROV-07.2008.LM

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2008

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY, 2008

1. ADMINISTRATION: COUNTY'S Director of Public Health or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

- (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and

executed by Contractor's duly constituted officers,
containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such

lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board

members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services.

(Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director,

assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support

personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. Training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4 Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth shall be certified by a recognized alcohol and other drug addiction counselor credentialing organization.

(4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

C. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission and Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

D. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for

disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws and regulations. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons

must meet in order to be provided any service or benefit.

Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation.

In providing services hereunder, facility access for disabled must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the SDADP, Residential and Outpatient Programs

Compliance Branch, Complaint Investigations Unit. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

Pursuant to Exhibit C, Article IV, Paragraph B.2 of the County Net Negotiated Amount (NNA) agreement with the SDADP, the following shall apply to programs funded with Substance Abuse Prevention and Treatment Block Grant (SAPT BG):

1. Contractor shall provide services to all eligible persons in accordance with federal and State statutes and regulations.

2. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- (a) Lack of educational materials or other resources for the provision of services;

- (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

- (c) Institutional, cultural, and/or ethnicity barriers;

- (d) Language differences;

(e) Lack of service advocates; and

(f) Failure to survey or otherwise identify the barriers to service accessibility.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees pursuant to all applicable Federal and State anti-discrimination laws and regulations, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, or status as disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation or status as disabled veteran or veteran of the Vietnam era in accordance with requirements of all applicable Federal and State laws and regulations. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, national origin, ethnic group identification,

religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS: Contractor agrees to give priority to individuals referred to Contractor for services by County's Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and

encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES: If Contractor provides participants with alcohol and drug services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In

establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, medical insurance, or other third party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Public Health Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other

information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto.

Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum

monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

c. Billings for Drug/Medi-Cal services shall be presented to County by the tenth (10th) of each calendar month for the preceding month. Billings received after the tenth (10th) of the calendar month will not be paid.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, medical insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further

reserves the right to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, due to CONTRACTOR'S refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may

elect to withhold any and all payments due to Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold all payments due to Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement,

County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision: Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs one (1) through five (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all alcohol and drug services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the NNA/DMC Agreement between the State and the County, and the agreement between County and Contractor, County may withhold ten percent (10%) of all payments to Drug/Medi-Cal contractors under any and all alcohol and drug services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make preliminary cash settlement for each fiscal

year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefore by County, and/or if it is determined by such audit that any payments made by

County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Public Health Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

(3) Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(4) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of the CCR; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Contractors that receive a combination of Medi-Cal funding and other federal or State funding for the same service element and location shall be reimbursed for actual costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall

not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer ("CEO"). If the increase or decrease exceeds twenty-five percent (25%), approval by County's Board of Supervisors shall be required. Any such

change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor,

or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's "CEO". Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol Program - Description of Service Activities - July 1, 1993 and the Department of Public Health Substance Abuse Program Contract Financial Handbook.

Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the

purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Public Health Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Public Health Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program,

residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Public Health Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA-requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, CalOMS data, State General Fund statistics, and total facility statistics (e.g., staff

hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Public Health Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and

Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least five (5) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Public Health - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations:

Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions

of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into ADPA's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Agreement.

Failure by Contractor to submit the required reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Public Health, ADPA Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting

principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Public Health FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section

1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral

services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without

limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's

Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair,

graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community.

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Agreement, by taking the following actions:

A. Prohibiting smoking in all areas within the facilities.

B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.

C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.

D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;

(2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS-infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV/AIDS for the purpose of educating and training of agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of staff shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through SDADP-approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Consider priority admission for all applicants who identify as HIV/AIDS infected.

G. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and

pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

30. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled

pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health ("DPH") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or

any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that

considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the

extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or

other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence

to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor

which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a

Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies

provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County=s Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor=s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board=s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

53. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The

policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a

copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

54. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how

to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's DCFS will supply the Contractor with the poster to be used.

57. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written

report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

58. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject

to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

59. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

60. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its

knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.


61. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Attachment II), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a

material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

62. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS: Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to Federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving Federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative

provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

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ADDPROV/07.2008.LM



Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

Our Commitment to Babies

Los Angeles County is committed to making California's Safely Surrendered Baby Law well-known throughout our County. Since the Law went into effect on January 1, 2001, we have worked hard to ensure that no baby is ever abandoned again in Los Angeles County. In 2002, a task force was created, under the guidance of the Children's Planning Council, to study the issue of newborn abandonment and develop a strategic plan to help us prevent this needless tragedy. All County departments and numerous public and private agencies involved in providing services to children contributed and continue to play an active role in enhancing the Law's effectiveness and heightening public awareness. Since the task force was formed and put its recommendations into place, the number of Safely Surrendered babies has increased. In Los Angeles County, the Safely Surrendered Baby Law is doing exactly what it was designed to do — save the lives of our most innocent residents.



LOS ANGELES COUNTY BOARD OF SUPERVISORS

Gloria Molina
Supervisor, First District

Yvonne B. Burke
Supervisor, Second District

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Supervisor, Third District

Don Knabe
Supervisor, Fourth District

Michael D. Antonovich
Supervisor, Fifth District

Safely Surrendered Baby Law



*Babies can be safely surrendered
to staff at any hospital or fire station
in Los Angeles County*

No shame. No blame. No names.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-3723
www.babysafe.la.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with family

custody, who means anyone from whom the parent has given

permission to confidentially

surrender a baby, as long

as the baby is three days

(72 hours) of age or younger

and has not been abused or

neglected, the baby may be

surrendered without fear of

arrest or prosecution.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have *lawful custody*.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

provided with a medical

questionnaire and said she would

have the mother complete and mail back

in the stamped return envelope provided. The baby

was examined by medical staff and pronounced healthy and full-

term. He was placed with a loving family that had been

approved to adopt him by the Department of Children and Family Services.

Every baby deserves a chance for a healthy life.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un bebé al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.



Nuestro compromiso con los bebés

El Condado de Los Angeles se compromete a hacer que la ley de Entrega de Bebés Sin Peligro de California se conozca bien en todo el condado. Desde que la ley entró en vigencia el 1º de enero del 2001, hemos trabajado con todo empeño para asegurar que no haya más recién nacidos abandonados en el Condado de Los Angeles. En el 2002 se creó un equipo de trabajo especial bajo la dirección del Consejo de Planificación para Niños, para estudiar el problema del abandono de recién nacidos y elaborar un plan estratégico que ayude a prevenir esta tragedia innecesaria. Todos los departamentos del condado y varias agencias públicas y privadas que participan en la prestación de servicios para niños contribuyeron y siguen jugando un papel activo para mejorar la eficacia de esta ley contra el abandono de bebés, y para aumentar la conciencia del público sobre este tema. Desde la formación del equipo de trabajo y desde que el mismo hizo sus recomendaciones, ha aumentado el número de bebés entregados por medio de este programa. En el Condado de Los Angeles, la Ley de Entrega de Bebés Sin Peligro está haciendo exactamente lo que se esperaba que hiciera: salvar las vidas de nuestros habitantes más inocentes.



CONSEJO DE SUPERVISORES DEL CONDADO DE LOS ANGELES

Glória Molina
Supervisaora, Primer Distrito

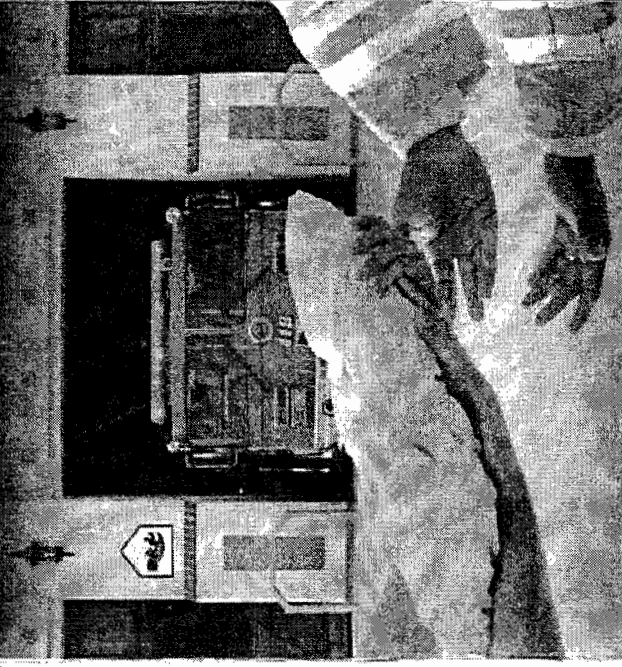
Yvonne B. Burke
Supervisaora, Segundo Distrito

Zew Yaroslavsky
Supervisaor, Tercer Distrito

Don Krabe
Supervisaor, Cuarto Distrito

Michael D. Antonovich
Supervisaor, Quinto Distrito

Ley de Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-8723
www.babysafe-la.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés

sin Peligro de California permite

la entrega confidencial de un

recién nacido por parte de sus

padres u otras personas con

custodia legal, es decir

cualquier persona a quien los

padres le hayan dado permiso

Siempre que el bebé tenga tres

días (72 horas) de edad o

menos y no haya sufrido abuso

ni negligencia, pueden entregar

el bebé sin temor de ser

arrestados o procesados.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-272-5723

www.baby-safe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si los padres quieren recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan a menos cuando legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto que entregue al bebé puede llevarlo en cualquier momento, los 24 horas del día, días a la semana, siempre que el padre/madre o adulto se lo entregue a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las

personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de registrar acontecimientos médicos importantes que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pégalo para enviarlo en una envelope.

¿Qué pasará con el bebé?

El bebé será examinado y le brindará atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

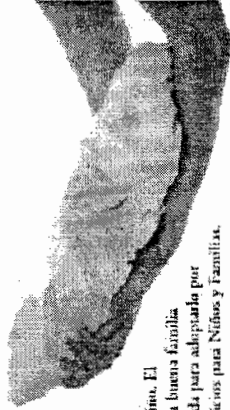
Una vez que el padre/madre o adulto entreguen al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es poner a los padres, para que no sean abandonados, humillados o muertos por sus padres. Usualmente, los padres de los bebés abandonados son tratados como criminales, a menudo son encarcelados o multados por negligencia o abandono. Los padres de esos bebés probablemente hayan estado sufriendo por dificultades emocionales graves. Las madres pueden haber estado sufriendo por temor a lo que pasara a sus familias si se enteraban. Abandonaron a sus recién nacidos porque tenían miedo y no tenían a dónde recurrir para obtener ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro ayuda que suceda a su vez esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le dieron a la tía un brazalete con un número que coincidía con la pulsera del bebé, esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días permitido por esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franques pagado que le habían dado. El personal médico examinó al bebé y se determinó que



estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adopción por el Departamento de Servicios para Niños y Familias.

Cada recién nacido se merece la oportunidad de tener una vida saludable.

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts ACT# number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	()	()
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 Signature

 Date

 Name and Title (please type or print)

Effective 09/06/05

EXHIBIT A

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(Screening, Brief Intervention, Referral and Treatment (SBIRT))

1. DEFINITION: Community assessment and service center program (hereafter "CASC") services are those services which include: utilization of a standardized and computerized/automated Alcohol, Smoking, and Substance Involvement Screening Test (ASSIST) tool, and the addiction severity index (ASI); collaborative and cooperative linkages with public and private social and health service providers; intake, assessment, and referrals to substance abuse and mental health residential or non-residential treatment services or other ancillary services, such as domestic violence and Human Immunodeficiency Virus (HIV) resources, 12-Step and other self-help support groups; development and maintenance of participant-related ancillary resources directory; outreach to and networking with service providers and County residents; and maintaining collaborative and cooperative linkages with other resources to support increased access to a comprehensive range of specific services needed by each program participant.

2. PERSONS TO BE SERVED: CASC services shall be furnished to those persons (i.e., participants) residing in Los Angeles County who have been determined through a screening process to be

at risk for tobacco, drug and/or alcohol related problems and who were deemed eligible and agree to participate in the program.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies) where CASC services are to be provided and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at _____. Contractor's facility telephone number is (____) _____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

SBIRT Services will also be provided off site at a local jail. Facility 2 is located at _____. A jail site facility telephone number is (____) _____ and facsimile/FAX number is (____)_____. Jail site facility days and hours of operation are _____.

Contractor shall obtain prior written approval from Director, or his designee, at least thirty (30) calendar days before terminating services at such location and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director, or his designee, at least ten (10) calendar days prior to the effective date(s) thereof.

Contractor agrees to provide a walk-in participant reception area and facility that complies with Section 504 of the Federal Rehabilitation Act of 1973 and the Federal Americans with Disabilities Act of 1990.

4. MAXIMUM ALLOCATION:

A. During the period of this Agreement upon Board Approval through June 30, 2009, that portion of the maximum obligation of County which is allocated under this Exhibit for CASC services is _____ Dollars (\$_____).

B. During the period of July 1, 2009 through September 30, 2009, that portion of the maximum obligation of County which is allocated under this Exhibit for CASC services is _____ Dollars (\$_____).

Other financial information for this Exhibit is contained in the Schedule(s) A, and Budget(s) A, attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement at the hourly rate (provisional service rate per staff hour) as set forth in the Schedule(s) referred to above, and attached hereto for each staff hour provided hereunder. Contractor agrees that only services (i.e., staff hours) performed by designated staff position titles shall be reimbursable under this Agreement.

For the purpose of this Agreement, the definition of "staff hour" is an hour worked by designated Contractor staff. A listing of such designated staff position titles shall be provided to the ADPA ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) referred to above, and attached hereto. Contractor shall maintain daily time records of those staff persons performing under such designated staff position titles, and providing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of staff hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

ADPA's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule page of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. ADPA's Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event ADPA's Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate

changes shall be provided to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Officer. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by ADPA's Director.

6. STATEMENT OF WORK FORM AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's, or his designee's, review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within

thirty (30) calendar days following the execution of this Agreement for approval by Director, or his designee.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by the Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation

activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System and other federal grant evaluations, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

Contractor agrees to implement written procedures to protect the confidentiality of client/participant records in accordance with applicable County, State, and federal laws, such as, Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, and Welfare and Institution Code Sections 5328 through 5330.

7. ADDITIONAL REPORTS: Subject to the reporting requirements of the ADDITIONAL PROVISIONS of this Agreement, incorporated herein, Contractor shall submit reports deemed appropriate by the County of Los Angeles, Department of Public Health, ADPA, the State and Federal funding agencies, or any of the following additional reports:

Government Performance and Results Act (GPRA) and quarterly program reports.

8. STAFFING: During the term of this Agreement and for a period of four (4) years thereafter, Contractor shall have available and shall provide at any time upon request to authorized representatives of Federal, State, or County governments, a list of persons by name, title, professional degree, and experience who are providing services hereunder.

Contractor shall maintain the following desirable minimum staff qualifications that apply to employees directly involved in the administration, supervision, or provision of service, under this Agreement:

A. One (1) full-time CASC Director with the following responsibilities and desirable qualifications:

(1) Responsible for overall operation of CASC and supervision of CASC staff;

(2) Graduate degree in social work, psychology, or other treatment-related field with a minimum of five (5)

years experience in counseling and/or human services supervision; or

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with a minimum of seven (7) years experience in counseling and/or human services supervision.

B. One (1) full-time Management Information/Assessment Specialist with the following responsibilities and qualifications:

(1) Responsible for training CASC staff and treatment provider staff on the automated assessment and referral system, solving any problems with the management information system, and administering the automated screening and assessments;

(2) Computer literacy; and

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with at least two (2) years of job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least (5) years experience in a job-related field.

C. One (1) full-time CASC Assessment Specialist/
Certified Chemical Dependency Counselor with the following
responsibilities and qualifications:

(1) Responsible for administering the automated
screenings, completing GPRA, linking participants to
ancillary services through the use of program
directories, and referring participants to treatment
services when required;

(2) Bachelors degree in social welfare, psychology,
or other treatment-related field with at least two (2)
years job-related experience; or

(3) Certificate in Alcohol and Drug Abuse
Counseling with a minimum of three (3) years job-related
experience; or

(4) Minimum one (1) year education at an accredited
institute of higher learning with at least five (5)
years experience in a job-related field.

D. One (1) full-time CASC HIV Resource Specialist with
the following responsibilities and qualifications:

(1) Responsible for coordinating services for HIV
positive substance misuser, injection drug user, or high
risk substance misuser seeking services at the CASC;

(2) Responsible for conducting limited case
management and for referring HIV positive substance

misuser, injection drug user, or high risk substance misuser to County-funded HIV/Acquired Immunodeficiency Syndrome (AIDS) substance abuse services and ancillary services, and narcotic treatment program services;

(3) Bachelors degree in social welfare, psychology, or other treatment related field with at least two (2) years job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least five (5) years experience in a job-related field.

E. One (1) full-time CASC Assistant with the following responsibilities and qualifications:

(1) Responsible for transporting participants to the CASC using the agency van and for other duties as needed;

(2) Valid license from the Department of Motor Vehicles and other required certification to operate a passenger van; and

(3) Certificate in Alcohol and Drug Abuse Counseling with no minimum experience required; and

F. One (1) full-time clerical staff who is responsible for typing, filing, scheduling meetings, and any other support duties necessary for the operation of the CASC.

G. One (1) full-time peer advocate/counselor who is responsible for assisting CASC consumers/participants with issues related to their assessment and referral to the substance abuse or mental health treatment providers.

H. May include one (1) full-time security guard who is responsible for ensuring the safety of all CASC staff and participants.

9. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of full-time equivalent (FTE) positions budgeted to the program hereunder is ____.

B. The total number of FTE positions budgeted to perform staff hours during the Agreement is ____.

C. Contractor shall provide a minimum of 1,601 actual staff hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of ____ staff hours during the Agreement term (Item B x Item C).

E. The projected minimum number of clients served during the Agreement term is _____.

10. SPECIFIC SERVICES TO BE PROVIDED: In addition to those services as described above, and under the "Statement of Work" form (Overall Goal), attached hereto and incorporated herein by reference below, Contractor shall provide a number of specific services which shall be provided in accordance with procedures formulated and adopted by Contractor's staff and approved by Director. The specific services to be provided by Contractor hereunder are as follows:

A. Provide screening, assessment, referral, and follow-up services, which include, but are not limited to, the following:

(1) Conduct initial screening for prospective enrollees to determine if enrollee needs a substance abuse, mental health assessment, or other ancillary services, using the ASSIST automated screening tool;

(2) Screen HIV positive or other participants with an infectious disease and refer them to appropriate health and ancillary services;

(3) Work with high risk outreach teams, needle exchange programs, and mobile HIV testing and counseling units to link prospective participants to treatment and other ancillary services;

(4) Assess participants by utilizing a standard, approved automated assessment instrument, such as the

Addiction Severity Index, for conducting a comprehensive substance abuse assessment;

(5) Document initial (first level) participant information and participant referrals on a County selected database.

B. Develop and maintain a resource directory that includes, but is not limited to, all County substance abuse providers, all County 12-Step and other self-help support groups, Info Line service agencies, HIV/AIDS providers linked to the automated Office of AIDS Policy and Programs Spins Directory.

C. Develop and maintain linkages with agencies that provide HIV/AIDS services within the CASC's geographical area of responsibility.

D. Refer participants to appropriate County-contracted or approved substance abuse providers within the CASC's designated SPA.

E. Provide ancillary services referrals, which include but are not limited to, vocational rehabilitation, public social services, housing, health, legal aid, and other appropriate resources.

F. Develop and implement outreach, consultation, and technical assistance services to all alcohol and

drug programs located in the CASC's geographical area of responsibility.

G. Maintain collaborative and cooperative linkages with public, private, and other social, economic, health, legal, vocational, and local law enforcement service providers.

11. AUTOMATED BILLING SYSTEM: Contractor shall participate and cooperate in the automated Los Angeles County Participant Reporting System (LACPRS). Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and CalWORKs Orientation and Outreach Activities forms on a monthly basis. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's CalWORKs Billing System. Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may also withhold payment for failure of Contractor to utilize the CalWORKs Billing

System. County may recoup payments for claims that are rejected by DPSS.

CASC4.06DSF

CASC4.06DSF

STATEMENT OF WORK

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(*Screening, Brief Intervention, Referral and Treatment (SBIRT)*)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

CASC4.06DSF

**ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)**

Amendment No. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LOS ANGELES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1, 2007, and further identified as Agreement No. PH-000179, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon Board approval.
2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, subparagraphs B and C, of the Agreement body, shall be revised to read as follows:

“B. During the period of July 1, 2008 through June 30, 2009 the maximum obligation of County for all services provided under this Agreement is Seven Hundred Thirty-Eight Thousand, Six Hundred Eighty-Nine Dollars (\$738,689). This sum represents the total maximum obligation of County as determined by adding maximum allocation shown in Exhibit A, attached hereto.

C. During the period July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided under this Agreement is Four Hundred Ninety-Four Thousand, Three Hundred One Dollars (\$494,301). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in Exhibit A, attached hereto.”

3. Exhibit A, paragraph 7, MAXIMUM ALLOCATION, subparagraphs Band C, shall be revised as follows:

“B. During the period of July 1, 2008 through June 30, 2009, that portion of the maximum obligation of County which is allocated under this Exhibit for evaluation services is Seven Hundred Thirty-Eight Thousand, Six Hundred Eighty-Nine Dollars (\$738,689).

C. During the period of July 1, 2009 through June 30, 2010, that portion of the maximum obligation of County which is allocated under this Exhibit for evaluation services is Four Hundred Ninety-Four Thousand, Three Hundred One Dollars (\$494,301).

Any unexpended portion of the allocation for any of the above funding periods shall carry over to and be available in the next funding period, but not none of the unexpended portion of the allocation for any of the above funding periods shall carry over and be available past the termination date of this Agreement.

Other financial information for this Exhibit is contained in Schedule(s) A and Budget(s) A, attached hereto and incorporated herein by reference.”

10. Effective upon the effective date of this Amendment, Schedule A shall be replaced in its entirety with Schedule A-1.

11. Effective upon the effective date of this Amendment, Schedule A-1 shall be attached hereto and incorporated herein by reference.

12. Effective upon the effective date of this Amendment, wherever it appears in the Agreement, the term “Schedule A” shall be replaced by the term “Schedule A-1.”

13. Except for the changes set forth herein above, Agreement shall not be changed in any respect to this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA LOS ANGELES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

L:\Team A\Sandy\BL 00797\SBIRT\Amendment 6 UCLA

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-1 (1 of 5)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

	(a) Period of (07/01/07- 06/30/08)	(b) Period of (07/01/07- 06/30/08)	(c) Period of (07/01/07- 06/30/08)	FY 2007-08 Maximum Allocation
1. Maximum Allocation.....	\$ 410,000	\$ 59,990	\$ 20,000	\$ 489,990
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation...	\$ 410,000	\$ 59,990	\$ 20,000	\$ 489,990
4. Maximum Monthly Amount/ Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 34,166	\$ 4,999	\$ 1,667	\$ 40,832

Legend

- (a) = Services for the general population.
 (b) = Services for re-entry population.
 (c) = Meth Services
 * = Estimated allocations for services to general and re-entry populations.
 Funds may be reallocated from one population to another, depending on
 program needs.

Contractor=s reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA=s Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA=s Travel Policies and Procedures are revised

Mileage: 48.5 cents per mile.
 Meals: \$50.00 per day for periods of more than 24 hours.
 \$33.00 per day, for periods of 12-24 hours.

Contractor=s reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County=s maximum allowable amount for lodging plus a major city differential, as set forth in County=s Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County=s maximum allowable amounts for theses categories are revised.

02/18/2004

BL00117/PO/CD2103.RW 06/05/2002

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-1 (2 of 5)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

	(a) Period of (07/01/08- 06/30/09)	(b) Period of (07/01/08- 06/30/09)	(c) Period of (07/01/08- 06/30/09)	(d) Period of (07/01/08- 06/30/09)	(e) Period of (07/01/08- 06/30/09)	FY 2008-09 Maximum Allocation
1. Maximum Allocation.....	\$ 353,000	\$ 59,990	\$ 40,000	\$ 120,000	\$ 165,699	\$ 738,689
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation...	\$ 353,000	\$ 59,990	\$ 40,000	\$ 120,000	\$ 165,699	\$ 738,689
4. Maximum Monthly Amount/ Allocation for Evaluation Services.....	\$ 29,417	\$ 4,999	\$ 3,333	\$ 10,000	\$ 13,808	\$ 61,557
(Item 1 divided by the number of months in the period)						

Legend

(a) = Services for the general population.

(b) = Services for re-entry population.

(c) = Meth Services

(d) = Proposition 36 services

(e) = Screening, Brief Intervention, Referral and Treatment Project

* = Estimated allocations for services to general and re-entry populations.
reallocated from one population to another, depending on program needs.

Funds may be

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-1 (3 of 5)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage:	48.5 cents per mile.
Meals:	\$50.00 per day for periods of more than 24 hours.
	\$33.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

02/18/2004

BL00117/PO/CD2103.RW 06/05/2002

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-1 (4 of 5)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

	(a) Period of (07/01/09- 06/30/10)	(b) Period of (07/01/09- 06/30/10)	(c) Period of (07/01/09- 06/30/10)	(d) Period of (07/01/09- 06/30/10)	(e) Period of (07/01/09- 06/30/10)	FY 2009-10 Maximum Allocation
1. Maximum Allocation.....	\$ 290,000	\$ 0	\$ 0	\$ 120,000	\$ 84,301	\$ 494,301
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation...	\$ 290,000	\$ 0	\$ 0	\$ 120,000	\$ 84,301	\$ 494,301
4. Maximum Monthly Amount/ Allocation for Evaluation Services.....	\$ 24,166	\$ 0	\$ 0	\$ 10,000	\$ 7,025	\$ 41,191
(Item 1 divided by the number of months in the period)						

Legend

(a) = Services for the general population.

(b) = Services for re-entry population.

(c) = Meth Services

(d) = Proposition 36 services

(e) = Screening, Brief Intervention, Referral and Treatment Project

* = Estimated allocations for services to general and re-entry populations.
reallocated from one population to another, depending on program needs.

Funds may be

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-1 (5 of 5)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

Contractor=s reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA=s Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA=s Travel Policies and Procedures are revised

Mileage: 48.5 cents per mile.
Meals: \$50.00 per day for periods of more than 24 hours.
\$33.00 per day, for periods of 12-24 hours.

Contractor=s reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County=s maximum allowable amount for lodging plus a major city differential, as set forth in County=s Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County=s maximum allowable amounts for theses categories are revised.

02/18/2004

BL00117/PO/CD2103.RW 06/05/2002